

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

BAD HOLDINGS, LLC,

Plaintiff,

v.

Civil Action No. 21-cv-00427

HALLIBURTON ENERGY SERVICES, INC.,

Defendants.

AMENDED JOINT PROPOSED ORDER GRANTING INJUNCTIVE RELIEF

This Court entered an Order granting a permanent injunction in the above-captioned matter, requiring that, *inter alia*, “BAD Holdings shall make available for removal and Halliburton shall remove” the railcars at issue in this litigation “not later than sixty (60) days of the date of entry of th[at] Order.” Dkt. 118, ¶ 1. The Order was entered on November 28, 2022, with sixty days thereafter being January 27, 2023.

The railcars were not made available for removal from the property by January 27, 2023, and the parties conferred and reached agreement to revise the timeline and terms related to removal and payment for storage. To effectuate that agreement, the parties now jointly submit this Amended Joint Proposed Order Granting Injunctive Relief.

1) BAD Holdings shall make Halliburton’s eighty-five (85) railcars available for removal from the property as soon as reasonably practicable. Once Halliburton’s eighty-five (85) railcars are available for removal, BAD Holdings shall promptly notify Halliburton of same and Halliburton shall inspect and remove all railcars within twenty-one (21) days thereafter. The period from January 27, 2023, to the date twenty-one (21) days after BAD Holdings provides notice that all railcars are available for removal shall be referred to herein as the Extension Period.

2) Halliburton's expenses to remove the railcars shall include paying BAD Holdings all reasonable and necessary fees for switching and cherry-picking of the railcars in order to get them in a position for pick-up by the short-line railroad from BAD Holdings' property. Said fees shall not exceed \$450 per railcar for cherry-picking and \$350 per railcar for switching and shall be necessary and reasonable to position the railcars for pick-up. These switching and cherry-picking fees shall be billed in one itemized invoice to Halliburton and payable to BAD Holdings within thirty (30) days of the date of receipt of the invoice.

3) Halliburton shall be responsible for any and all costs, including but not limited to freight costs and sand removal costs, which may be associated with transporting the railcars from BAD Holdings' property to the location of Halliburton's choice. Halliburton shall bear any risk of loss during transportation of the railcars from BAD Holdings' property.

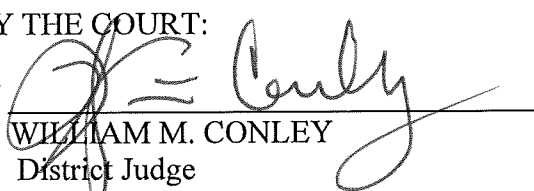
4) Halliburton shall pay BAD Holdings a storage rate of \$5.00 per railcar per day for the time period of November 18, 2022 through January 27, 2023. These storage rates shall be billed in one itemized invoice to Halliburton and payable to BAD Holdings within thirty (30) days of receipt of the invoice. These storage rates will not accrue during the Extension Period. In the event Halliburton is unable to complete its inspection and removal of the railcars by the end of the Extension Period, the parties shall meet and confer to negotiate the terms of storage fees beyond that date.

IT IS THEREFORE ORDERED that the Court's November 28, 2022 Order granting permanent injunctive relief is modified, as set forth by the terms herein.

Entered this 7th day of February, 2023.

BY THE COURT:

/s/


WILLIAM M. CONLEY
District Judge